



DISTRICT COURT OF MARYLAND FOR

LOCATED AT (COURT ADDRESS)

11 WASHINGTON AVE P.O. Box 3070
LA PLATA, MD. 20646

CASE NO.

CV D-042-CV-17-000873

PARTIES

Plaintiff

JOHN K. STEWART
9554 RANDALL DR
WHITE PLAINS, MD. 20695

VS.

Defendant(s):

1. LENDMARK FINANCIAL SVC
2118 WISHER ST
CONVENTON, GA. 30014Serve by:
☒ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

2.

RECEIVED

2017 AUG - 7 A 9 45
DISTRICT COURT OF MD
4-2 LA PLATAServe by:
☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

3.

Serve by:
☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

4.

Serve by:
☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

COMPLAINT/APPLICATION AND AFFIDAVIT
IN SUPPORT OF JUDGMENT☐ \$5,000 or under ☐ over \$5,000 ☒ over \$10,000Clerk: Please docket this case in an action of ☒ contract ☐ tort
☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:

PER THE FAIR CREDIT REPORTING ACT, AND THE
FCR: FAIR DEBT COLLECTION PRACTICES ACT LENDMARK
HAS 30 DAYS TO MARK MY CREDIT REPORT AS
"DISPUTED" AND PROVIDE COMPETENT EVIDENCE BEARING
MY SIGNATURE SHOWING I HAVE EVER HAD A CONTRACTUAL
OBLIGATION TO PAY THEM FOR THE 10 ACCOUNTS
LISTED ON MY CREDIT REPORT. IT HAS BEEN
WELL OVER 100 DAYS NOW SINCE I SENT THEM
THE CERTIFIED DISPUTE LETTER AND
THEY STILL HAVE FAILED TO DO EITHER OF
THESE THINGS IN EFFECT BREAKING THE
LAW.

(See Continuation Sheet)

The Plaintiff claims \$30,000, plus interest of \$
Interest at the ☐ legal rate ☐ contractual rate calculated at
%, from to (days x \$
per day) and attorney's fees of \$ plus court costs.

- ☐
- Return of the property and damages of \$
-
- for its detention in an action of replevin.
-
- ☐
- Return of the property, or its value, plus damages of
-
- \$ for its detention in action of detinue.
-
- ☐
- Other:
-
- and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

Printed Name:

Address:

Telephone Number:

Fax:

E-mail:

MILITARY SERVICE AFFIDAVIT

- ☐
- Defendant(s) is/are in the military service.
-
- ☒
- No Defendant is in the military service. The facts supporting this statement are: ITS A COMPANY

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

☐ I am unable to determine whether or not any Defendant is in military service.I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to
the best of my knowledge, information, and belief.

8/7/17

Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the
claim against the Defendant, including the amount of any interest claimed.

- ☐
- Properly authenticated copy of any note, security agreement upon which claim is based
- ☐
- Itemized statement of account
- ☐
- Interest worksheet
-
- ☐
- Vouchers
- ☐
- Check
- ☐
- Other written document
- ☐
- Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the Plaintiff of the Plaintiff herein and am competent to testify to
the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the
Plaintiff the sum set forth in the Complaint.I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am
competent to testify to these matters.

Date

Signature of Affiant



August 3, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John Stewart
9554 Randall Drive
White Plains, MD 20695

Re: Account #48-28218

Dear Mr. Stewart:

Your letter dated July 25, 2017 has been forwarded to me for response. As you are aware you currently only have a single open account with Lendmark. All of the other accounts referenced in your letter have been paid in full by you. Therefore, the only account that may reasonably be considered to be in dispute is the current open account that is referenced above. Pursuant to your prior request, this account was coded by us as being in dispute on May 9, 2017.

In your letter you do not state any particular reason as to why you believe the above referenced account is not being accurately reported to the credit reporting agencies by our company. I am including herewith copies of your Combination Statement of Transaction, Promissory Note and Security Agreement dated May 31, 2016 evidencing your account as well as your pay history for the account. In the event that you have any specific concerns regarding the balance or status of your account, please provide them to me so that we can evaluate them. Otherwise, we will consider our investigation into our credit reporting of the account complete and our reporting accurate.

To the extent that you allege violations of the FDCPA by Lendmark in collecting your account, please be aware that Lendmark is the originator and servicer of the account and therefore not a debt collector as that term is defined in the FDCPA. Consequently, Lendmark is not subject to liability under the FDCPA in connection with its servicing of your account.

Yours truly,

A handwritten signature in black ink, appearing to read "Robert R. Dennison".

Robert R. Dennison
General Counsel

RRD:sgb
Enclosure